

State of New Hampshire Department of Health and Human Services

REQUEST FOR PROPOSALS RFP-2022-DLTSS-02-YOUTH

FOR

Youth Health Care Transition Services

March 12, 2021



TABLE OF CONTENTS

1. INTRODUCTION	4
1.1. Purpose and Overview	4
1.2. Request for Proposal Terminology	4
1.3. Contract Period	5
2. BACKGROUND	5
2.1. New Hampshire Department of Health and Hu	uman Services, BFCS Error!
Bookmark not defined.	
2.2. Background	Error! Bookmark not defined.
3. STATEMENT OF WORK	5
3.1. Covered Populations	5
3.2. Scope of Services	6
3.3. Reporting Requirements	9
3.4. Performance Measures	11
3.5. Compliance	12
3.6. Contract Monitoring Provisions	17
4. FINANCE	17
4.1. Financial Standards	17
4.2. Match Requirements	Error! Bookmark not defined.
4.3. Budget and Budget Narrative	17
5. PROPOSAL EVALUATION	19
5.1. Technical Proposal	19
5.2. Cost Proposal	20
6. PROPOSAL PROCESS	20
6.1. Contact Information – Sole Point of Contact	20
6.2. Procurement Timetable	21
6.3. Letter of Intent	21
6.4. Vendors' Questions and Answers	Error! Bookmark not defined.
6.5. Exceptions	22
6.6. RFP Amendment	23
6.7. Proposal Submission	23
6.8. Non-Collusion	23
6.9. Collaborative Proposals	24
6.10.Validity of Proposals	24
6.11.Property of Department	24
6.12.Proposal Withdrawal	24
6.13.Public Disclosure	24
6.14.Non-Commitment	25
6.15.Liability	25
6.16.Request for Additional Information or Materia	als 25
6.17.Oral Presentations and Discussions	25
6.18. Successful Proposer Notice and Contract Ne	gotiations 26
6.19.Scope of Award and Contract Award Notice	26
6.20.Site Visits	26
6.21.Protest of Intended Award	26



6.22.Contingency	26
6.23.Ethical Requirements	27
7. PROPOSAL OUTLINE AND REQUIREMENTS	27
7.1. Presentation and Identification	27
7.2. Outline and Detail	27
8. MANDATORY BUSINESS SPECIFICATIONS	31
8.1. Contract Terms, Conditions and Liquidated Damages, Forms	31
9. ADDITIONAL INFORMATION	32
9.1. Appendix A – P-37 General Provisions and Standard Exhibits	32
9.2. Appendix B – Contract Monitoring Provisions	32
9.3. Appendix C – CLAS Requirements	32
9.4. Appendix D – Budget Sheet	32
9.5. Appendix E – Program Staff List	32



1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals (RFP) is published to solicit proposals for the provision of youth health care transition planning and support for children, ages 14 to 21 years, with special health care needs; their families; and their providers, statewide.

The Department is seeking a Vendor with demonstrated experience in:

- Supporting health care practices to adopt health care transition and medical home policies and procedures; and
- Assisting other service providers with supporting youth health care transition.

The New Hampshire Department of Health and Human Services (Department) anticipates awarding one (1) contract for the services in this RFP.

1.2. Request for Proposal Terminology

Children with Special Health Care Needs (CSHCN) – Children (and youth) with special health care needs (CSHCN) are defined as "...those who have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally" (RSA 132:13). This includes children and youth, from birth to age twenty-one (21), with health conditions that:

- Have a biologic, psychological, and/or cognitive basis;
- Have lasted or are virtually certain to last for at least one year;
- Result in limited function, activities or social roles in comparison with healthy age peers in general areas of physical, cognitive, emotional and social growth and development; and,
- Have a need for medical care and related services, physiological services, or educational services over and above the usual care for the child's age.

Culturally-Competent –the ability to provide services to clients that honor different cultural beliefs, interpersonal styles, attitudes, and behaviors and the use of multi-cultural staff in the policy, development, administration and provision of those services. (Health Resources and Services Administration, Maternal and Child Health Bureau, Title V Block Grant Program Guidance, 2003).

Culturally-Responsive – According to the National Center for Culturally Responsive Educational Systems (NCCREST), cultural responsiveness is the ability learn from and relate respectfully with people of your own culture as well as those from other cultures.

Medical Home – A physician, primary care provider, or clinic that is known to the eligible recipient and recipient's family as the source for the recipient's preventive and



primary care services, continuity of care, access to acute health needs 24-hours a day, and appropriate treatment or referral for specialty care, other health and health-related services. Care is comprehensive, family-centered, coordinated, compassionate, and culturally aware.

1.3. Contract Period

The Contract resulting from this RFP is anticipated to be effective July 1, 2021, or upon Governor and Executive Council approval, whichever is later through June 30, 2023.

The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.

2. BACKGROUND

New Hampshire Department of Health and Human Services (DHHS), Division of Long Term Supports and Services (DLTSS), Bureau for Family-Centered Services (BFCS)

BFCS is guided by the federal Maternal and Child Health Bureau's (MCHB) goal to provide leadership in building and promoting community-based systems of services that are family-centered, comprehensive, coordinated, and culturally competent statewide. The mission of BFCS is to identify and integrate supports that assist families, providers, and communities to meet the unique challenges of CSHCN.

Effective transition from pediatric to adult health care promotes continuity of developmental and age-appropriate health care for youth. Yet years of national, state and community studies continue to demonstrate that most youth and families do not receive the support they need in the transition from pediatric to adult health care. Improvements are needed to raise awareness relative to maintaining health and continuity of care for youth and their families in order for youth to attain broader adult goals.

BFCS strives to ensure CSHCN and their families have access to appropriate and adequate health related services. To achieve this, the highest priority is placed on integrating public and private health services with education, social services, mental health, and family support programs.

3. STATEMENT OF WORK

3.1. Covered Populations

Children and young adults with special health care needs ages 14 to 21 years of age (youth); their families; caregivers, family support and health care coordinators; and health care providers and/or practices.

The selected Vendor must adjust delivery of services in this RFP to comply with a state of emergency declaration, including adjustments for delivery of services during the current pandemic state of emergency, with approval from the Department.



3.2. Scope of Services

- 3.2.1. The selected Vendor must promote a health care transition policy for practices that serve children, youth and adults with special health care needs.
- 3.2.2. The selected Vendor must ensure Youth Health Care Transition Services provide support for improvement to youth health care transition planning across the system of care for CSHCN. The selected Vendor must:
 - 3.2.2.1. Promote health care transition policy for all practices, whether it outlines the transition of care:
 - 3.2.2.1.1. From a pediatric practice to an adult practice; or
 - 3.2.2.1.2. From a pediatric model of care to an adult model of care within a family practice setting.
 - 3.2.2.2. Provide workforce development activities to providers supporting families across the service system including, but not limited to:
 - 3.2.2.2.1. Health care and family support coordinators.
 - 3.2.2.2. Health care providers.
- 3.2.3. The selected Vendor must establish and convene an advisory group of diverse stakeholders. The group will serve in an advisory capacity to the Vendor on topics related to Youth Health Care Transition Services and must include, but is not limited to:
 - 3.2.3.1. Youth and family participants.
 - 3.2.3.2. Representation from New Hampshire Medicaid, including all three Medicaid Managed Care Organizations.
 - 3.2.3.3. Bureau for Family Centered Services.
 - 3.2.3.4. NH Family Voices.
 - 3.2.3.5. Primary health care practices.
- **Q.1** Describe your experience with developing and managing advisory groups of diverse representation.
- **Q.2** How will you ensure broad but equitable representation in your advisory group? Provide your proposed plan to establish and convene an advisory group, including membership, operation and outputs.
- 3.2.4. The selected Vendor must document and report on transition policy adoption within health care practices.
- 3.2.5. The selected Vendor must provide outreach to practices to encourage uptake and offer technical assistance to further advance the adoption of



- policies that support successful transitions to adult primary care services for all youth.
- 3.2.6. The selected Vendor must raise awareness about, and promote the adoption of, youth health care transition practices that support youth and their families in making informed decisions about their own health care.
- 3.2.7. The selected Vendor must participate in opportunities to promote youth health care transition practices that result in a positive impact on services for CSHCN, as requested and approved by the Department.
- **Q.3** How will you promote and support the transition of youth from pediatric to adult health services? Include examples of any related experience with a project that included a focus on youth health care transition.
- 3.2.8. The selected Vendor must develop a work plan that identifies goals, strategies, and outcomes that include, but are not limited to:
 - 3.2.8.1. Maximizing youth access to care coordination either via practice-based resources or in collaboration with external coordinators.
 - 3.2.8.2. Staff training that is based on staff self-assessments in relation to patient and family-centeredness; cultural competence; and implicit bias as part of ongoing staff development.
 - 3.2.8.3. Supporting quality improvement and monitoring efforts that promote transition-related activities.
 - 3.2.8.4. Enhancing access to care relative to Medicaid Managed Care Organizations (MCOs).
 - 3.2.8.5. Using practice-based technical assistance to facilitate incorporation of the six core elements of transition into health care practices, in accordance with Got Transition™ recommendations.
- 3.2.9. The selected Vendor must participate in the State's Transition Community of Practice (CoP), to ensure the health perspective is at the forefront of youth health care transition activities for youth with disabilities who transition to the adult health care system.
- 3.2.10. The selected Vendor must provide training and technical assistance to Managed Care Organizations (MCOs) that includes transition of youth from pediatric to adult health care.
- 3.2.11. The selected Vendor must provide consultation and technical assistance to the Department, and Contractors designated by the Department, that includes, but is not be limited to:



- 3.2.11.1. Incorporating evidence-based or evidence-informed health care transition for youth with special health care needs into care coordination and family support program activities.
- 3.2.11.2. Distributing the Transition Readiness Assessment Questionnaire (TRAQ); setting transition-related goals; and collecting, analyzing and reporting data.
- 3.2.12. The selected Vendor must collaborate with the Department to develop and establish program guidance and training for Contractors, designated by the Department that includes but is not limited to:
 - 3.2.12.1. Transition goal setting.
 - 3.2.12.2. Transition consultation.
 - 3.2.12.3. Reviewing progress.
 - 3.2.12.4. Identifying and addressing obstacles.
 - 3.2.12.5. Evidence-based and evidence-informed approaches including Transition Readiness Assessment Questionnaire (TRAQ) and associated tools.
 - 3.2.12.6. Evaluation to demonstrate program effectiveness.
 - **Q.4** Identify evidence-based and/or evidence-informed practices and how those practices will be used to provide the scope of services.
- **Q.5** Provide examples of your experience with providing education and information about transition readiness, in relation to <u>National Standards for Systems of Care for CSHCN v 2.0 (June 2017)</u>. Provide a summary of your experience and expertise.
- 3.2.13. The selected Vendor must collaborate with the Department to assess programmatic needs and make recommendations that support the work of health care and family support coordinators.
- Q.6 Describe the mechanisms you will use to assess individual, family, program, provider, and stakeholder needs related to youth health care transition. How will you assess utilization of resources, user satisfaction, and identification of additional needs?
- 3.2.14. The selected Vendor must develop and implement a communication plan to disseminate information and resources, including transition readiness educational materials and training opportunities regarding youth health care transition best practices, to stakeholders that include, but are not limited to:



- 3.2.14.1. Health care providers.
- 3.2.14.2. Community-based agencies.
- 3.2.14.3. Managed care organizations.
- 3.2.14.4. Youth and families.
- 3.2.15. The selected Vendor must work with the Department to develop, implement, and revise quality assurance and improvement activities related to youth health care transition.
- **Q.7** Describe in detail activities that demonstrate your experience, commitment and capacity to conduct quality assurance and improvement activities.
- 3.2.16. The selected Vendor must consult with the Department at least four (4) time per year to share information regarding Youth Health Care Transition Services and ensure on-going communication with the Department and coordination of activities with other initiatives to improve care for CSHCN that include, but are not limited to:
 - 3.2.16.1. Children's Behavioral Health Collaborative;
 - 3.2.16.2. Partners In Health:
 - 3.2.16.3. The Council for Youth with Chronic Conditions (CYCC); and
 - 3.2.16.4. Other organizations as approved by the Department.
- **Q.8** Describe in narrative form, your understanding of the importance of parent partnership. How will you support parents to engage in these partnerships?
- **Q.9** Provide your proposed work plan to provide all services identified in this RFP. Include a timeline and benchmarks for providing all services.

3.3. Staffing

- 3.3.1. The selected Vendor must employ individuals whose qualifications meet their job description(s), with hiring criteria that emphasizes the importance of having personal experience as a caregiver for CSHCN.
- 3.3.2. The selected Vendor must notify the Department in writing in the event a position becomes vacant and include the plan to ensure uninterrupted services.
- 3.3.3. The selected Vendor must recruit for and maintain a workforce that is culturally, linguistically, racially, and ethnically diverse.
- 3.3.4. Prior to making an offer of employment or for volunteer work, the selected Vendor must, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:
 - 3.3.4.1. Obtain at least two (2) references for the person;



- 3.3.4.2. Submit the person's name for review against the Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.
- 3.3.4.3. Submit the person's name for review against the Division for Children, Youth and Families (DCYF) state registry maintained pursuant to RSA 170-G:8-c;
- 3.3.4.4. Complete a criminal records check to ensure that the person has no history of:
 - 3.3.4.4.1. Felony conviction; or
 - 3.3.4.4.2. Any misdemeanor conviction involving:
 - 3.3.4.4.2.1. Physical or sexual assault;
 - 3.3.4.4.2.2. Violence;
 - 3.3.4.4.2.3. Exploitation;
 - 3.3.4.4.2.4. Child pornography;
 - 3.3.4.4.2.5. Threatening or reckless conduct;
 - 3.3.4.4.2.6. Theft;
 - 3.3.4.4.2.7. Driving under the influence of drugs or alcohol; or
 - 3.3.4.4.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 3.3.5. The selected Vendor must notify the Department, in writing, a minimum of one (1) week prior to the employee's start date, when a new employee is hired to work in the program. Information submitted with this notification must include:
 - 3.3.5.1. Full name with middle initial and official start date;
 - 3.3.5.2. The work phone number and email address of the new employee, once assigned; and
 - 3.3.5.3. Resume.
- **Q.10** Provide your proposed staffing plan. Include your organizational chart with job descriptions for all positions and resumes for filled positions. Indicate any subcontracted staff and FTEs (full time equivalent).

3.4. Reporting Requirements

3.4.1. The selected Vendor must provide an annual report within 30 days of



the end of each contract period (July 30, 2022 & July 30, 2023) using a format approved by the Department, which includes, but is not limited to:

- 3.4.1.1. Outreach and encounter statistics.
- 3.4.1.2. Quality assurance activities.
- 3.4.1.3. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
- 3.4.1.4. Overall progress toward goals and supporting statistical information.
- 3.4.1.5. Program effectiveness.
- 3.4.1.6. Future plans or goals.
- 3.4.1.7. Data related to youth health care transition and related best practices including, but not limited to, information about health care provider practices transition policies.
- 3.4.1.8. Emerging issues.
- 3.4.2. The selected Vendor must submit supporting documentation related to the outreach activities and efforts that address the National and State Performance Measures selected in the Title V Block Grant annually, no later than May 15th of each year.

3.5. Performance Measures

- 3.5.1. The Department will monitor performance of The selected Vendor(s) by reviewing the following annually:
 - 3.5.1.1. The selected Vendor must ensure 85% of training participants who respond to post training evaluations rate training as excellent or very good.
 - 3.5.1.2. The selected Vendor must ensure 85% of participating coordinators rate health care transition materials as very good or excellent.
 - 3.5.1.3. The selected Vendor must identify a number of pediatric health care practices without transition policies as a baseline by May 15, 2022.
 - 3.5.1.4. The selected Vendor will increase the number of pediatric health care practices that adopt transition policies from the baseline in 3.5.1.3., by May 15, 2023.



- 3.5.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 3.5.3. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 3.5.4. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, the selected Vendor must collect and share data with the Department in a format specified by the Department.

3.6. Compliance

- 3.6.1. Contractor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 3.6.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.
- 3.6.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 3.6.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 3.6.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 3.6.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 3.6.3.4. During the term of this Contract and the period for retention



hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

3.6.4. Credits and Copyright Ownership

- 3.6.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.6.4.2. All written, video and audio materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 3.6.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.6.4.3.1. Brochures.
 - 3.6.4.3.2. Resource directories.
 - 3.6.4.3.3. Protocols.
 - 3.6.4.3.4. Guidelines.
 - 3.6.4.3.5. Posters.
 - 3.6.4.3.6. Reports.
- 3.6.4.4. The selected Contractor(s) shall not reproduce any materials



produced under the contract without prior written approval from the Department.

3.6.5. Culturally and Linguistically Appropriate Services

- 3.6.5.1. The Department is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.
- 3.6.5.2. The Department requires all Contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 3.6.5.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing CLAS Section of the RFP, and, in the Vendor/RFP section of the Department's website.
- 3.6.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 3.6.5.5. Contractors are expected to consider the need for language



services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.

3.6.5.6. Successful Contractors will be:

- 3.6.5.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
- 3.6.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.
- 3.6.5.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
 - 3.6.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - 3.6.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
 - 3.6.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
 - 3.6.5.7.4. The resources available to the organization to provide language assistance.
- 3.6.5.8. Contractors are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal. Completion of these two items is required not only because the provision of language and/or communication



assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible Proposal.

3.6.5.9. For guidance on completing the two steps in Appendix C, please refer to Proposer's Reference for Completing the CLAS Section of the RFP, which is posted on the Department's website. http://www.dhhs.nh.gov/business/forms.htm.

3.6.6. Audit Requirements

- 3.6.6.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 3.6.6.1.1. Condition A The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 3.6.6.1.2. Condition B The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 3.6.6.1.3. Condition C The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 3.6.6.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 3.6.6.3. If Condition B or Condition C exists, the Contractor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 3.6.6.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment



determination indicates the Contractor is high-risk.

3.6.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

3.7. Contract Monitoring Provisions

- 3.7.1. All Contractors must complete Appendix B, Contract Monitoring Provisions.
- 3.7.2. The Department will use Vendor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Vendor is awarded a contract. The risk assessment will not be used to disqualify or score Proposals.

4. FINANCE

4.1. Financial Standards

- 4.1.1. The Department anticipates using Federal funds and General funds for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any selected vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) #93.994, U.S. Department of Health and Human Services, Maternal and Child Health Services Block Grant to states.
- 4.1.2. Funding for the resulting contract(s) is anticipated to be available in the amount of \$65,000 for State Fiscal Year 2022 and \$65,000 for State Fiscal Year 2023; however, this amount is approximate and may be increased or decreased to meet the needs of the Department.
- 4.1.3. Payment for services pursuant to a contract resulting from a successful proposal will be made monthly, as detailed in the resulting contract.

4.2. Budget, Staff List and Budget Narrative

- 4.2.1. Proposers must complete Appendix D, Budget Sheet and Appendix E, Program Staff List for each State Fiscal Year (July 1 through June 30). This is not a low cost award.
- 4.2.2. Proposers must provide a Budget Narrative that explains the specific line item costs included in the Appendix D, Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Budget Narrative must explain how each positon included in Appendix E, Program Staff List pertains to the proposal and what activities they will perform.



4.2.3. The Budget Sheet will be scored based on the following criteria:

Budget Sheet		
Score	Criteria	
	Costs are not allowable.	
0-22	Reader cannot understand the relationship of cost relative to the proposed services.	
	Cost items do not directly align with objectives of the RFP.	
	Costs are not reasonable.	
	The costs do not represent significant value relative to anticipated outcomes.	
23-55	Reader can generally understand the relationship of cost relative to the proposed services.	
	Cost items are mostly aligned with the objectives of the RFP.	
	Costs are predominantly reasonable.	
	Costs relative to outcomes are adequate and meet the objectives of RFP	
56-70	Reader has a thorough understanding of the relationship of cost relative to the proposed services.	
	Cost items directly align with objectives of the RFP.	
	Costs are reasonable.	
	The costs represent significant value relative to anticipated outcomes.	

- 4.2.4. Funds may be used to pay salaries and benefits of program staff, meeting expenses, travel for program and training purposes, technical assistance, and other training, educational materials, postage, supplies, rent, laboratory services, subcontracts, consultants, equipment, software and telephone.
- 4.2.5. The selected Vendor will be expected to keep records of their activities related to Department funded programs and services. Payment for contracted services will be made on monthly invoices for expenditures incurred and upon compliance with reporting requirements.
- 4.2.6. Funding may not be used to replace funding for a program already funded



from another source.

4.2.7. The Program Staff List will be scored based on the following criteria:

Program Staff List		
Score	Criteria	
	Staffing costs are not reasonable.	
0-10	Reader cannot understand the relationship of staffing costs relative to the proposed services.	
	Staffing cost items do not directly align with objectives of the RFP.	
	The staffing costs do not represent significant value relative to anticipated outcomes.	
11-20	Reader can generally understand the relationship of staffing costs relative to the proposed services.	
	Staffing cost items are mostly aligned with the objectives of the RFP.	
	Staffing costs are predominantly reasonable.	
	Staffing costs relative to outcomes are adequate and meet the objectives of RFP	
21-30	Reader has a thorough understanding of the relationship of staffing costs relative to the proposed services.	
	Staffing cost items directly align with objectives of the RFP.	
	Staffing costs are reasonable.	
	Staffing costs represent significant value relative to anticipated outcomes.	

5. PROPOSAL EVALUATION

5.1. Selection

5.1.1. The Department will use a scoring scale of 300 points, with a maximum of 100 points awarded based on the Cost Proposal. The Department will select a Vendor based upon the criteria and standards contained in this RFP and applying the points set forth below.

5.2. Technical Proposal



5.2.1.	Advisory Group Experience (Q1)	20 Points
5.2.2.	Advisory Group Plan (Q2)	15 Points
5.2.3.	Youth Transition Experience (Q3)	35 Points
5.2.4.	Evidence based practices (Q4)	15 Points
5.2.5.	Consultation and Technical Assistance (Q5)	25 Points
5.2.6.	Assessment & Evaluation (Q6)	25 Points
5.2.7.	Quality Assurance & Improvement (Q7)	25 Points
5.2.8.	Parent Partnership (Q8)	15 Points
5.2.9.	Work Plan (Q9)	15 Points
5.2.10	. Staffing Plan (Q10)	10 Points

Total Technical Proposal Points Available 200 Points

5.3. Cost Proposal

r	Maximum Possible Score	300 Points
٦	Total Cost Proposal Points Available	100 Points
5.3.2.	Program Staff List (Appendix E)	30 Points
5.3.1.	Budget (Appendix D)	70 Points

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

6.1.1. The sole point of contact, the Contract Specialist, relative to the proposal process for this RFP, from the RFP issue date until the selection of a Proposer, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Nikki Gauthier, Contract Specialist
Bureau of Contracts & Procurements
129 Pleasant Street
Concord, New Hampshire 03301
Email: Nikki.A.Gauthier@dhhs.nh.gov

Phone: 603-271-9493

6.1.2. From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Department regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact listed in Section 6.1.1, herein. Department employees have been directed not to hold conferences and/or discussions



concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Proposers may be disqualified for violating this restriction on communications.

6.2. Procurement Timetable

Procurement Timetable			
(All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.)			
Item	Action	Date	
1.	Release RFP	March 12, 2021	
2.	Optional Letter of Intent Submission Deadline	March 26, 2021	
3.	RFP Questions Submission Deadline	March 26, 2021	
	TATE QUESTIONS SUSTINISSION DEAGING	11:59 PM	
4.	Department Response to Questions Published	April 6, 2021	
5.	Proposal Submission Deadline	April 19, 2021	
	1 Topoda Gastinosion Boddinie	11:59 PM	

6.3. Letter of Intent

- 6.3.1. A Letter of Intent to submit a Proposal in response to this RFP is optional.
- 6.3.2. Receipt of the Letter of Intent by Department will be required to receive any correspondence regarding this RFP; any RFP amendments, in the event such are produced; or any further materials on this project, including electronic files containing tables required for response to this RFP; any addenda; corrections; schedule modifications; or notifications regarding any informational meetings for Vendors; or responses to comments; or questions.
- 6.3.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 6.1.1.
- 6.3.4. The Proposer is responsible for successful email transmission. The Letter of Intent must include the name, telephone number, mailing address and email address of the Vendor's designated contact. The Department will provide confirmation of receipt of the Letter of Intent if the name and email address of the person to receive such confirmation is provided by the Vendor.
- 6.3.5. Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this RFP before submitting a proposal.



6.4. Questions and Answers

6.4.1. **Proposers' Questions**

- 6.4.1.1. All questions about this RFP including, but not limited to, requests for clarification, additional information or any changes to the RFP must be made in writing, by email only, citing the RFP page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 6.1.
- 6.4.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 6.4.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 6.4.1.4. Questions must be received by the Department by the deadline given in Subsection 10.2, Procurement Timetable.

6.4.2. **Department Answers**

The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (http://www.dhhs.nh.gov/business/rfp/index.htm). Vendors will be sent an email to the contact identified in the Letters of Intent indicating that the Questions and Answers have been posted on the Department's website. This date may be subject to change at the Department's discretion.

6.5. Exceptions

- 6.5.1. The Department will require the successful Proposer to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the RFP Question Period in Subsection 6.2. Proposers may not request exceptions to the Scope of Services or any other sections of this RFP.
- 6.5.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 6.5.3. If the Department accepts a Proposer's exception, the Department will, at the conclusion of the RFP Question Period, provide notice to all potential Contractors of the exceptions that have been accepted and



- indicate that exception is available to all potential Contractors by publication of the Department's answers on or about the date indicated in Subsection 6.2.
- 6.5.4. Any exceptions to the standard form contract and exhibits that are not raised by a Proposer during the RFP Question Period will not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

6.6. RFP Amendment

The Department reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Proposer questions. In the event of an amendment to the RFP, the Department, at its sole discretion, may extend the Proposal Submission Deadline. Proposers who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the Department's website.

6.7. Proposal Submission

- 6.7.1. Proposals must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.
 - 6.7.1.1. The subject line must include the following information: RFP-2022-DLTSS-02-YOUTH (email xx of xx).
 - 6.7.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails.
- 6.7.2. The Department must receive the Proposal by the time and date specified in the Procurement Timetable in Section 6.2. and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 6.7.3. The Department will conduct an initial screening step to verify Proposer compliance with the submissions requirements of this RFP. The Department may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the Department.
- 6.7.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals shall be at the Proposer's expense.

6.8. Non-Collusion

The Proposer's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other vendors and



without effort to preclude the Department from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

6.10. Validity of Proposals

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of the Department and will not be returned to the Proposer. The Department reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 6.1.

6.13. Public Disclosure

- 6.13.1. Pursuant to RSA 21-G:37, the content of responses to this RFP must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Proposals, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Department will post the name, rank or score of each Proposer. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the Department, will be grounds for disqualification at the Department's sole discretion.
- 6.13.2. The content of each Proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a Proposal in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.



- 6.13.3. Insofar as a Proposer seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Proposer must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Proposal section the specific information the Vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. The Proposer is strongly encouraged to provide a redacted copy of their Proposal.
- 6.13.4. Each Proposer acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by a Proposer as confidential, the Department shall notify the Proposer and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Proposer's responsibility and at the Proposer's sole expense. If the Proposer's fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Proposer without incurring any liability to the Proposer.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Department to award a contract. The Department reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new procurement process.

6.15. Liability

By submitting a Proposal in response to this RFP, a Proposer agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Proposer in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

The Department may request any Proposer to provide additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Proposer with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance.

6.17. Oral Presentations and Discussions

The Department reserves the right to require some or all Proposers to make oral presentations of their Proposal. The purpose of the oral presentation is to clarify and



expound upon information provided in the written Proposal. Proposers are prohibited from altering the original substance of their Proposals during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Proposer.

6.18. Successful Proposer Notice and Contract Negotiations

6.18.1. If a Proposer is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Proposer(s), all submitted Proposals remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Proposer(s), the evaluation team may recommend another Proposer(s). The Department will not contact Proposer(s) that are not initially selected to enter into contract negotiations.

6.19. Scope of Award and Contract Award Notice

- 6.19.1. The Department reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 6.19.2. If a contract is awarded, the Contractor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Proposer's location or at any other location deemed appropriate by the Department, to determine the Proposer's capacity to satisfy the terms of this RFP. The Department may also require the Proposer to produce additional documents, records, or materials relevant to determining the Proposer's capacity to satisfy the terms of this RFP. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Proposer.

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G: 37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G: 37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37,IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.22. Contingency



Aspects of the award may be contingent upon changes to state or federal laws and regulations.

6.23. Ethical Requirements

From the time this RFP is published until a contract is awarded, no Proposer shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Proposer that violates RSA 21-G: 38 shall be subject to prosecution for an offense under RSA 640:2. Any Proposer who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an Proposal to this RFP, or similar request for submission and every such Proposer shall be disqualified from submitting any Proposal or similar request for submission issued by any state agency. A Proposer that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Acceptable Proposals must offer all services identified in Section 3 Statement of Work, unless an allowance for partial scope is specifically described in Section 3.
- 7.1.1.2. Proposals must be submitted electronically as specified in Subsection 6.7.
- 7.1.1.3. Proposers must submit a separate electronic document for the Technical Proposal and a separate electronic document for the Cost Proposal.
- 7.1.1.4. Fax or hard copies will not be accepted.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section.

- 7.2.2. **Technical Proposal Contents –** The Transmittal Cover Letter must:
 - 7.2.2.1. Be on the Proposer's company letterhead.
 - 7.2.2.2. Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the Proposal.



7.2.2.3. Contain the following:

- 7.2.2.3.1. Identify the submitting organization;
- 7.2.2.3.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
- 7.2.2.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
- 7.2.2.3.4. Identify the name, title, telephone number, and email address of the person who will serve as the Vendor's representative for all matters relating to the RFP:
- 7.2.2.3.5. Acknowledge that the Proposer has read this RFP, understands it, and agrees to be bound by its requirements;
- 7.2.2.3.6. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications;
- 7.2.2.3.7. Confirm that Appendix A P-37 General Provisions and Standard Exhibits has been read and is understood;
- 7.2.2.3.8. Explicitly state that the Proposal is valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later; and
- 7.2.2.3.9. Include the date that the Proposal was submitted.

7.2.3. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

- 7.2.4. **Executive Summary**. A Proposer must submit an executive summary to:
 - 7.2.4.1. Provide the Department with an overview of the organization and what the Vendor intends to provide;
 - 7.2.4.2. Demonstrate an understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;



- 7.2.4.3. Demonstrate the overall design of the project in response to achieving the deliverables as defined in this RFP; and
- 7.2.4.4. Demonstrate familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.5. Proposal Narrative, Project Approach, and Technical Response

- 7.2.5.1. The Proposer must address every section of Section 3 Statement of Work.
- 7.2.5.2. Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, paragraph and subparagraph number, as appropriate.
- 7.2.5.3. Proposers are encouraged, but not required to include a Word version of the proposal narrative in the electronic copy.

7.2.6. **Description of Organization**

- 7.2.6.1. Proposers must include in their Proposal a summary of the company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP. At a minimum, the description must include:
 - 7.2.6.1.1. General company overview;
 - 7.2.6.1.2. Ownership and subsidiaries;
 - 7.2.6.1.3. Company background and primary lines of business;
 - 7.2.6.1.4. Number of employees;
 - 7.2.6.1.5. Headquarters and satellite locations;
 - 7.2.6.1.6. Current project commitments;
 - 7.2.6.1.7. Major government and private sector clients;
 - 7.2.6.1.8. Mission Statement;
 - 7.2.6.1.9. The programs and activities of the company;
 - 7.2.6.1.10. The number of people served;
 - 7.2.6.1.11. Company accomplishments;
 - 7.2.6.1.12. Reasons the company is capable of effectively completing the services outlined in the RFP; and
 - 7.2.6.1.13. All strengths considered to be assets to the company.



- 7.2.6.2. The Proposer should demonstrate the length, depth, and applicability of all prior experience in providing the requested services as well as the skill and experience of staff.
- 7.2.7. **Resume** of those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this RFP.

7.2.8. Proposer's References

- 7.2.8.1. The Proposer must submit three (3) written references from individuals or organizations who have knowledge of the Proposer's capability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference.
- 7.2.8.2. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.
- 7.2.8.3. The Department may contact a reference to clarify any information.

7.2.9. Subcontractor Letters of Commitment (if applicable)

The Proposer shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Proposer and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the Department. All selected Contractor(s) that indicate an intention to subcontract must submit a subcontractor's letter of commitment to the Department no later than thirty (30) days from the contract effective date. The Department will approve or reject subcontractors for this project and require the Contractor to replace subcontractors found to be unacceptable.

7.2.10. New Hampshire Certificate of Good Standing

The Department requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.

7.2.11. Affiliations – Conflict of Interest

The Proposer must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.12. Required Attachments

7.2.12.1. The following are required statements that must be included



with the Technical Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Technical Proposal.

- 7.2.12.1.1. Answers to questions in Section 3.
- 7.2.12.1.2. Appendix C, CLAS Requirements.
- 7.2.12.2. The following are required statements that must be included with the Cost Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Cost Proposal.
 - 7.2.12.2.1. Appendix B, Contract Monitoring Provisions.
 - 7.2.12.2.2. Appendix D, Budget.
 - 7.2.12.2.3. Appendix E, Program Staff List.
 - 7.2.12.2.4. Budget Narrative.

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached. The Proposer must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits.

8.1.2. Liquidated Damages

- 8.1.2.1. The Department may negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.
- 8.1.2.2. The Department and the Vendor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Vendor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore, the parties agree that liquidated damages may be determined as part of the contract specifications.
- 8.1.2.3. Assessment of liquidated damages may be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided



- herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.
- 8.1.2.4. The Department may determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the Department as liquidated damages may be deducted by the Department from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the Department.

9. ADDITIONAL INFORMATION

- 9.1. Appendix A Form P-37 General Provisions and Standard Exhibits
- 9.2. Appendix B Contract Monitoring Provisions
- 9.3. Appendix C CLAS Requirements
- 9.4. Appendix D Budget Sheet
- 9.5. Appendix E Program Staff List